

BILL NO. S-76-04-10

SPECIAL ORDINANCE NO. S- 84-76

AN ORDINANCE approving certain
bid documents for the construction
of four tennis courts in Foster
Park.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
OF FORT WAYNE, INDIANA:

SECTION 1. A certain bid document Ref. No. 704
dated February 20, 1976, between the City of Fort Wayne,
by and through its Mayor and the Board of Park Commissioners
and Brooks Construction Company, Inc. for the general
construction of four (4) concrete tennis courts for a cost
of \$39,500.00, all as more particularly set forth in said
bid document Ref. No. 704 and Purchase Order No. 3-33137,
which are on file in the Office of the Department of
Purchasing and are by reference incorporated herein, made
a part hereof and are hereby in all things ratified,
confirmed and approved.

SECTION 2. A certain bid document Ref. No. 704
dated February 20, 1976, between the City of Fort Wayne,
by and through its Mayor and the Board of Park Commissioners
and Fen-Guard Corporation for chain link fencing only for
enclosures of four (4) concrete tennis courts for a cost
of \$7,181.00, all as more particularly set forth in said
bid document Ref. No. 704 and Purchase Order No. 3-33138,
which are on file in the Office of the Department of
Purchasing and are by reference incorporated herein, made
a part hereof and are hereby in all things ratified,
confirmed and approved.

APPROVED AS TO FORM
AND LEGALITY, _____

CITY ATTORNEY

1
2
3
4 SECTION 3. A certain bid document Ref. No. 704
5 dated February 20, 1976, between the City of Fort Wayne,
6 by and through its Mayor and the Board of Park Commissioners
7 and Arrow Fence Company for furnishing and erecting screen
8 curtain only for four (4) concrete tennis courts for a cost
9 of \$1,427.50, all as more particularly set forth in said
10 bid document Ref. No. 704 and Purchase Order No. 3-33139,
11 which are on file in the Office of the Department of
12 Purchasing and are by reference incorporated herein, made
13 a part hereof and are hereby in all things ratified,
14 confirmed and approved.

15 SECTION 4. A certain bid document Ref. No. 704
16 dated February 20, 1976, between the City of Fort Wayne,
17 by and through its Mayor and the Board of Park Commissioners
18 and R & A Electric, Inc. for lighting (HPS) only for four
19 (4) concrete tennis courts for a cost of \$19,997.00, all
20 as more particularly set forth in said bid document
21 Ref. No. 704 and Purchase Order No. 3-33140, which are
22 on file in the Office of the Department of Purchasing and
23 are by reference incorporated herein, made a part hereof and
24 are hereby in all things ratified, confirmed and approved.

25 SECTION 5. The total cost of the above mentioned
26 four (4) bid document Ref. No. 704 shall be the sum of
27 \$68,105.50.

28 SECTION 6. This Ordinance shall be in full force and
29 effect from and after its passage and approval by the Mayor.

30
31 Vivian G. Schmit
32 Councilman
33
34
35

Read the first time in full and on motion by V. Schmidt, seconded by Talarico, and duly adopted: read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date:

4-13-76

Charles W. Petermann
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage. Passed (LSP) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>7</u>	<u>0</u>	<u>1</u>	<u>1</u>	
BURNS	<u>✓</u>		<u>✓</u>		
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES				<u>✓</u>	
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE:

4-27-76

Charles W. Petermann
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution, No. CIT 84-76 on the 27th day of April, 1976.

ATTEST:

(SEAL)

James Stier
PRESIDENT OFFICER

Presented by _____ the Mayor of the City of Fort Wayne, Indiana, on the 28th day of April, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Petermann
CITY CLERK

Approved and signed by me this 28th day of April, 1976, at the hour of 4:30 o'clock P. M., E.S.T.

Robert Elmschong
MAYOR

Bill No. S-76-04-10

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving certain bid documents for the construction of four tennis courts
in Foster Park

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance also PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

Vivian G. Schmidt
William T. Hinga

John Nuckols
Samuel J. Talarico

DATE 4-27-76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Dennis Noak, Assistant Supt. of Parks Date March 31, 1976
From A. C. Lord, Director of Purchases
Subject Bid Ref. No. 704 - Tennis Courts, Foster Park

COPIES TO:

Attached are copies of the successful bidders:

- Base Bid "A" - Brooks Construction Company - P.O. 3-33137
\$39,500.00 - General Construction of four
concrete tennis courts.
- Base Bid "B" - Fen-Guard Corporation - P.O. 3-33138
\$7,181.00 - Chain Link Fencing Only for
enclosures of four concrete tennis courts.
- Base Bid "C" - Arrow Fence Company - P.O. 3-33139
\$1,427.50 - Furnishing and Erecting Screen
Curtain Only for four concrete tennis courts.
- Base Bid "D" - R & A Electric, Inc. - P.O. 3-33140
\$19,997.00 - Lighting (HPS) Only for four
concrete tennis courts.

No bid accepted for Alternate Base Bid "D-1"

Copy of tabulation sheet is attached.

In addition, copies of the following unsuccessful bidders' original documents are attached for inspection as requested by members of Council:

Sears Roebuck & Company
Schmidt Electric Company
U. S. Steel
Capitol City Fence Company
Carrington & Associates
Moellering Construction
Prime Construction Company
Reith-Riley Construction
R & C Fence

A. C. Lord
J. GSK

Tabulation of Bid:	Base Bid "A"	Base Bid "B"	Base Bid "C"	Base Bid "D"
Bid Reference No.: 704	Concrete Tennis Courts	Chain Link Fencing For Tennis Courts	Screen Curtain For Tennis Courts	Lighting (HPS) For Tennis Courts
Closing Date March 16, 1976				
<i>Not attached</i> Sears Roebuck & Company Commercial Sales 3702 South Clinton Street Fort Wayne, Indiana 46806 <i>off OK Bid Bond</i> <i>bid dead from not completed original</i> <i>submitted bid original</i>				
<i>Not attached</i> Arrow Fence Company 318 Edgewood Avenue Fort Wayne, Indiana 46805 <i>off OK Bid Bond</i>		\$ 7,678.38 ✓	\$ 3-33139 1,427.50	
Security Fence Company, Inc. 16430 Willow Ridge Trail Fort Wayne, Indiana 46825	<u>NO RESPONSE</u>			
Fen-Guard Corporation 4925 Avondale Drive Fort Wayne, Indiana 46806 <i>Not attached off OK Bid Bond</i>		\$ 3-33138 7,181.00 ✓		submitted
Brooks Construction Company, Inc. 1123 Barthold Street Fort Wayne, Indiana 46808 <i>Not attached off OK Bid Bond</i>	\$ 3-33137 39,500.00 ✓			
Schmidt Electric Company P. O. Box 2625 Fort Wayne, Indiana 46801 <i>Not attached off OK Bid Bond</i> <i>submitted</i> <i>bid bond submitted</i>				
Ham Brock Electric, Inc. 6809 Bluffton Road Fort Wayne, Indiana 46809	<u>NO RESPONSE</u>			
		\$ 8,452.00	\$ 2,883.00	

Tabulation of Bid:

Bid Reference No.: 704

Closing Date March 16, 1976

Base Bid "A"

Concrete Tennis
Courts

Base Bid "B"

Chain Link Fencing
For Tennis Courts

Base Bid "C"

Screen Curtain
For Tennis Courts

Base Bid "D"

Lighting (HPS)
For Tennis Courts

3-33140

\$19,997.00

A/A Attached

R & A. Plumbing
1411 East Wallace Street
Fort Wayne, Indiana 46803

Non-Sub. A/A OK Bid Bond

Capital City Fence Company, Inc.
920 East New York Street
Indianapolis, Indiana 46202

N/B - returned Forms - Blank.

A/A Attached
Carrington Associates
6211 Sharon Drive
Fort Wayne, Indiana 46825

A/A OK Bid Bond Significant Discretion not returned

A/A Attached
McClister Construction
Fort Wayne, Indiana

A/A OK Bid Bond

\$5,750.00

Prime Construction Company
7105 Smith Road
Fort Wayne, Indiana 46825

\$73,813.30

1/2 A/A OK Bid Bond

A/A Attached
Ritch - Riley Construction Co.
2511 N. County Line Rd.

\$69,935.00

\$139.00

1,513.00

22,525.00

A/A Attached
L & C Inc.
4532 Ardmore Rd.
Fort Wayne, Indiana 46825

Significant Discretion not returned

6,912.00

Tabulation of Bid:

Alternate
Base Bid "D-1"

Bid Reference No.: 704

Lighting (MH) For

Lump Sum Bid

Closing Date March 16, 1976

Tennis Courts

Sears Roebuck & Company
Commercial Sales
3702 South Clinton Street
Fort Wayne, Indiana 46806

Arrow Fence Company
318 Edgewood Avenue
Fort Wayne, Indiana 46805

Security Fence Company, Inc.
16430 Willow Ridge Trail
Fort Wayne, Indiana 46825

Fen-Guard Corporation
4925 Aveondale Drive
Fort Wayne, Indiana 46806

Brooks Construction Company, Inc.
1123 Barthold Street
Fort Wayne, Indiana 46808

Schmidt Electric Company
P. O. Box 2625
Fort Wayne, Indiana 46801

Hambrock Electric, Inc.
6809 Bluffton Road
Fort Wayne, Indiana 46809

Ruth, Riley
2011 N. Century Lane Rd.
Hamlet, IN 46748

20,405.00

93,112.00

Publication or Bid: Bid Reference No.: 704 Closing Date March 16, 1976	Base Bid "D-1" Lighting (MH) For Tennis Courts	Lump Sum Bid	<i>Base Bid "D"</i> <i>Alternate</i>	
R & A Plumbing 1411 East Wallace Street Fort Wayne, Indiana 46803	<i>17,819.00</i>			
Capital City Fence Company, Inc. 920 East New York Street Indianapolis, Indiana 46202	<i>N/B</i>			
Carrington Associates 6211 Sharon Drive Fort Wayne, Indiana 46825				
Moellering Construction Fort Wayne, Indiana				
Prime Construction Company 7105 Smith Road Fort Wayne, Indiana 46825				
<i>Arrow Fence</i> <i>318 Edgewood Ave.</i>			<i>7302.08</i>	

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Board of Park Commissioners
8th Floor, City-County Bldg.
One Main St., Fort Wayne, IN 46802

342

Brooks Construction Company, Inc.
1123 Barthold Street
Fort Wayne, IN 46808

DELIVER TO:

DEPARTMENT
OR DIVISION Foster Park

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3-33137

DATE March 29, 1976

REF. NO.

REQ. NO.

2693

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION
AND FUND
NUMBER } 18-00201 Land
Water Conservation
Fund Project

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
---------------------	------	---------------------------------	---------------	--------

TAX EXEMPT (UNLESS OTHERWISE INDICATED)

COMPLIANCE WITH
THE DELIVERY DATE
REQUIRED WILL A
VOID "FOLLOW UP"
CORRESPONDENCE.

NOTE



READ

INSTRUCTIONS ON
THE BACK OF THIS

ORDER

THE CONTRACTOR OR
VENDOR, BY ACCEPT-
ING THIS ORDER, AG-
REES TO THE GEN-
ERAL CONDITIONS AND
TERMS OF AGREEMENT
ON THE BACK OF THIS
ORDER.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR DELIV-
ERY, PACKING, ETC.,
NECESSARY TO COM-
PLETE DELIVERY TO
DISTRIBUTION SPECI-
FIED.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.
EXEMPTION BLANKS
WILL BE FURNISHED
WHEN NECESSARY.

IND. SALES TAX
EXEMP. CERTIF. NO.
34508

IF THIS ORDER DOES
NOT AGREE WITH YOUR
QUOTATION KINDLY
RETURN IT WITH AN
EXPLANATION.

Base Bid "A" - General Construction
of four (4) Concrete Tennis Courts at
Foster Park

Per Bid Ref. No. 704

SUBJECT TO COUNCILMANIC APPROVAL.

39,500.00

XXXXXXXXXXXXXXXXXXXX

IN

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COV-
ERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREOF HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

W. C. Schnitzer
City Controller

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON
FILE IN THIS OFFICE.

A. C. Lord
Director of Purchases

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Board of Park Commissioners
8th Floor, City-County Bldg.
One Main St., Ft. Wayne, IN 46802

802

Fen-Guard Corporation
4925 Avondale Drive
Fort Wayne, IN 46806

DELIVER TO:-

DEPARTMENT OR DIVISION Foster Park

ADDRESS _____
CASH DISCOUNT TERMS _____ % IF PAID WITHIN _____ DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3-33138

DATE March 29, 1976

REF. NO.

REQ. NO. 2692

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION } 18-00201 Land
AND FUND } Water Conservation
NUMBER } Fund Project

COMPLIANCE WITH
THE DELIVERY DATE
REQUESTED WILL A-
VOID "GRIEVOUS"
CORRESPONDENCE.

NOTE

READ

INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR
VENDOR, BY ACCEPT-
ING THIS ORDER, A-
GRIES TO THE GEN-
ERAL CONDITIONS AND
TERMS OF AGREEMENT
ON THE BACK OF THIS
ORDER.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR DELIV-
ERY, PACKING, ETC.,
NECESSARY TO COM-
PLETE DELIVERY TO
DESTINATION SPECI-
FIED.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.

EXEMPTION BLANKS
WILL BE FURNISHED
WHEN NECESSARY.

IND. SALES TAX
EXEMP. CERTIF. NO.
34508

IF THIS ORDER DOES
NOT AGREE WITH YOUR
QUOTATION, KINDLY
RETURN IT WITH AN
EXPLANATION.

QUANTITY
ORDERED

UNIT

MATERIALS, SUPPLIES OR SERVICES

UNIT
PRICE

AMOUNT

TAX EXEMPT (UNLESS OTHERWISE INDICATED)

Base Bid "B" - Chain Link Fencing Only
for ~~xxxxxx~~ enclosures of four (4)
Concrete Tennis Courts at Foster Park

7,181.00

Per Bid Ref. No 704

SUBJECT TO COUNCILMANIC APPROVAL

XXXXXXXXXXXXXXXXXXXX

EM

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED
BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON
FILE IN THIS OFFICE.

W. C. Schnitzer
Edward G. Komitov - City Controller

A. C. Iord
XALEXANDROPOUL - Director of Purchases

APPROVED BY THE STATE BOARD
OF ACCOUNTS FOR THE CITY OF
FORT WAYNE 1965.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Board of Park Commissioners
8th Floor, City-County Building
One Main St., Fort Wayne, IN 46802

Arrow Fence Company
318 Edgewood Avenue
Fort Wayne, IN

155

DELIVER TO:

DEPARTMENT
OR DIVISION

Foster Park

ADDRESS _____
CASH DISCOUNT TERMS _____ % IF PAID WITHIN _____ DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (REDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3-33139

DATE March 29, 1976

REF. NO.

REQ. NO. 2693

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION } 18-00201 Land
AND FUND } Water Conservation
NUMBER } Fund Project

COMPLIANCE WITH
THE DELIVERY DATE
REQUIRED WILL A-
VOID "FOLLOW UP"
CORRESPONDENCE.

NOTE



READ

INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR
VENDOR, BY ACCEPT-
ING THIS ORDER, A-
GRIES TO THE GEN-
ERAL CONDITIONS AND
TERMS OF AGREEMENT
ON THE BACK OF THIS
ORDER.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR DELIV-
ERY, PACKING, ETC.,
NECESSARY TO COM-
PLETE DELIVERY TO
DESTINATION SPECI-
FIED.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.

EXEMPTION RATES
WILL BE FURNISHED
WHEN NECESSARY.

IND. SALES TAX
EXEMP. CERTIF. NO.
34508

IF THIS ORDER DOES
NOT AGREE WITH YOUR
QUOTATION, KINDLY
RETURN IT WITH AN
EXPLANATION.

QUANTITY ORDERED UNIT MATERIALS, SUPPLIES OR SERVICES

TAX EXEMPT (UNLESS OTHERWISE INDICATED)

Base Bid "C" - Furnishing and
Erecting Screen Curtain Only for
four (4) Concrete Tennis Courts at
Foster Park

1,427.50

Per Bid Ref. No. 704

SUBJECT TO COUNCILMANIC APPROVAL

XXXXXX XXXXXXXX XXXXXXXX

EM

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COV-
ERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

V. G. Schnitzer

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON
FILE IN THIS OFFICE.

A. C. Lord
Alex C. Lord - Director of Purchases

Edward G. Kamuk - City Controller

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Board of Park Commissioners
8th Floor, City-County Building
One Main St., Fort Wayne, IN 46802

2023

R & A Electric, Inc.
1411 East Wallace Street
Fort Wayne, IN 46803

DELIVER TO:-

DEPARTMENT Foster Park
OR DIVISION

PURCHASE ORDER NUMBER

3-33140

DATE March 29, 1976

REF. NO.
REQ. NO. 2693

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION } 18-00201 Land
AND FUND } Water Conservation
NUMBER } Fund Project

ADDRESS _____
CASH DISCOUNT TERMS _____ % IF PAID WITHIN _____ DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
<u>TAX EXEMPT</u> (UNLESS OTHERWISE INDICATED)				
		Base bid "D" - Lighting (HPS) Only for four (4) Concrete Tennis Courts at Foster Park		19,997.00
		Per Bid Ref. No. 704		
		SUBJECT TO COUNCILMANIC APPROVAL		
		XXXXXXXXXXXXXXXXXXXX		
		EM		

COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.

NOTE

↓
READ

INSTRUCTIONS ON THE BACK OF THIS ORDER

THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.

IND. SALES TAX EXEMP. CERTIF. NO. 34508

IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN FULLY AUTHORIZED AND APPROPRIATED.

W. C. Schnitzer
Edward O. Kamek - City Controller

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUESTION ON FILE IN THIS OFFICE.

A. C. Lord
Alex: J. Demetriou - Director of Purchases

BIDDERS' CERTIFICATION

Bidders' Certifications. A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

BIDDERS' CERTIFICATION

Brooks Construction Company, Inc. certifies that:

1. it intends to use the following listed construction trades in the work under the contract Operating Engineers, Cement Masons, Teamsters, Laborers

_____ ; and

2. (a) as to those trades set forth in the preceeding paragraph one hereof for which it is eligible under Part I of those Bid Conditions for participation in the Fort Wayne Plan, it will comply with the

~~Second Section~~ Plan on all construction work (both federal and non-federal) in the Fort Wayne Plan area within the scope of coverage of that Plan; those trades being:

_____, and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both federal and non-federal) in the Fort Wayne Plan area subject to these Bid Conditions, these trades being: Operating Engineers, Cement Masons, Teamsters and Laborers

_____ and;

3. it will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

James L. Brooks

(Signature of authorized representative of bidder)

E.E.O. Officer

March 26, 1976
(Date)

CONTRACTOR'S BID

TO: BOARD OF PARK COMMISSIONERS
CITY-COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

PROJECT: CONCRETE TENNIS COURTS AT FOSTER PARK

We hereby propose to perform the work described in the Instruction to Bidder, Specifications and Drawings prepared by the Board of Park Commissioners, our bid being as follows:

Base Bid "A" - Concrete Court Construction

Thirty Nine Thousand Five Hundred ^{Only}
and no/100 Dollars----- \$39,500.00
(Amount in Words) (Amount in Figures)

Base Bid "B" - Chain-Link Fencing Only

----- \$-----
(Amount in Words) (Amount in Figures)

Base Bid "C" - Screen Curtain Only

----- \$-----
(Amount in Words) (Amount in Figures)

Base Bid "D" - Lighting Only

----- \$-----
(Amount in Words) (Amount in Figures)

Base Bid "D-1 - Lighting Alternate Design

----- \$-----
(Amount in Words) (Amount in Figures)

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

We estimate the contract to be complete within 45 calendar days from the date of award.

Brooks Construction Company, Inc.
Official Name of Organization

1123 Barthold Street, Fort Wayne, Indiana 46808
Business Address


Signature

President
Title

March 16, 1976
Date

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint _____

----- N. RICHARD BOERGER and RONALD L. WIGHTMAN -----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of May

A. D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 15th day of May, A. D. 19 74, before me personally came

William M. Evans

_____, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Disney

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Stanley L. Riegel

_____, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 16th

day of March, A. D., 19 76

(SEAL)

Stanley L. Riegel
Assistant Secretary

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of One Hundred Percent of Total Bid

..... Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No. in the sum of

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

..... Dollars on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

-Witnessed by:

Sharon M. Ellis

BIDDER
AND
PRINCIPAL

OTHER PARTIES INTERESTED IN
THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

John A. Spitzer

SURETY

Brooks Construction Company, Inc.

Name of Bidder—Print or Type

By *Robert J. Smith* President

Signature of Person Authorized to Sign

Title..... President

1123 Barthold Street

Street Name and Number

Fort Wayne, Indiana 46808

City, State and Zip Code

Date..... March 16, 1976

American States Insurance Company

Name of Company — Print or Type

Incorporated
In the State of: Indiana

Address Indianapolis, Indiana

By *John A. Spitzer*
Sign on this Line

Date..... March 16, 1976

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
-----Allen----- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Robert J. Smith

Bidder or Agent

For Brooks Construction Company, Inc.

Firm or Corporation

Subscribed and sworn to before me this 16th day of March, 1976

My Commission Expires

December 23, 1978

Joyce H. Spiller

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2116-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal forms furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelopes to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Approved: _____ Date: _____
 Bidder
 Accepted: _____ Date: _____
 Contract Administrator
 Rejected: _____ Date: _____
 Contract Administrator

"Land or Water Conservation Fund Monies will be used to assist in this construction and all relevant Federal requirements will apply. All Bidders required to submit with their bids: "The Bidders Certification Form.", enclosed.

Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office, for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office. Specify which:

On File: _____

Attached: X

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room ⁴⁷⁰ ~~470~~, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners
or Division 8th Floor - City County Building
Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Tuesday - March 16, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24609. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Base Bid "A" - General Construction of Four (4) Concrete Tennis Courts.		39,500.00
		Base Bid "B" - Chain Link Fencing only for Enclosure of Four (4) Concrete Tennis Courts		
		Base Bid "C" - Furnishing and Erecting Screen Curtain only for Four (4) Concrete Tennis Courts		
		Base Bid "D" - Lighting (HPS) only for Four (4) Concrete Tennis Courts		
		Alternate:		
		Base Bid "D-1" - Lighting (MH) only for Four (4) Concrete Tennis Courts.		
		Lump Sum Bid:		
		The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City.		
		Continued - See Page 1-A.		

id Bond required ☐ YES ☒ NO ☒ 5% Performance Bond ☐ YES ☒ NO ☒ 100%

See instruction item No. 16 on reverse side hereof.

Term % cash discount if paid within days from delivery and acceptance of goods or completion of service.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and at the delivery of any or all of the items or completion of services indicated shall be made within days from receipt of

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that you furnish the information requested above.

Sign Here:

Brooks Construction Company, Inc.

Name of Company
For *Robert J. Brooks* Title *President*

Address 1123 Barthold Street

City Fort Wayne Indiana 46802

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn of

A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room ⁴²⁰ ~~100~~, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners
or Division 8th Floor - City County Building
Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Tuesday - March 16, 1976 - 10:00 A.M.
Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse heretof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
		Base Bid "A" - General Construction of Four (4) Concrete Tennis Courts.		A - NO BID
668	FT	Base Bid "B" - Chain Link Fencing only for Enclosure of Four (4) Concrete Tennis Courts, INCLUDING GATES (SEE NOTE ON CONTRACTORS Bids)	1025/FT	B - 7181.00
		Base Bid "C" - Furnishing and Erecting Screen Curtain only for Four (4) Concrete Tennis Courts		C - NO BID
		Base Bid "D" - Lighting (HPS) only for Four (4) Concrete Tennis Courts		D - NO BID
		Alternate:		
		Base Bid "D-1" - Lighting (MH) only for Four (4) Concrete Tennis Courts.		D-1 - NO BID
		Lump Sum Bid:		
		The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City.		
		Continued - See Page 1-A.		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%

See Instruction Item No. 16 on reverse side heretof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

WEN - GARD INC.
Name of Company
Per Michael G. Schumann Title Vice Pres
Address 4925 ADVANCE RD
Fort Wayne Indiana Date 3/15/76

"Land or Water Conservation Fund Monies will be used to assist in this construction and all relevant Federal requirements will apply. All Bidders required to submit with their bids: "The Bidders Certification Form.", enclosed.

Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office, for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office. Specify which:

On File: _____

Attached: X _____

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the Bid the unit prices quoted will govern.
6. **Deliveries:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications cut-Head in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signatures:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 508, section 16, being Burns Indiana Statute 49-1116-1864 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listings in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted - Contract Division Dept. of Public Works and
 City of Fort Wayne, Ind.
 Date: _____
 By: _____
 Accepted - Contract Division Dept. of Public Works and
 City of Fort Wayne, Ind.
 Date: _____
 By: _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

----- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Bidder or Agent

For -----

Firm or Corporation

Subscribed and sworn to before me this 15th day of March, 1976.

My Commission Expires

August 23, 1976Dorothy R. Reberman

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Percent (5%) of Total Price Bid-----

-----Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. in the sum ofDollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

* Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Fen-Guard, Inc.

Name of Bidder—Print or Type

By [Signature]
Signature of Person Authorized to Sign

Title Vice Pres.

4925 Avondale Drive

Street Name and Number

Fort Wayne, Indiana

City, State and Zip Code

Date March 16, 1976

Witnessed by:

[Signature] SURETY

YASTE, ZENT & RYE, INC.

Wolverine Insurance Company

Name of Company — Print or Type

Incorporated
In the State of: Michigan

Address Battle Creek, Mi.

By [Signature]
Attorney-in-fact

Date March 16, 1976

Battle Creek, Michigan
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the WOLVERINE INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Michigan, and having its principal office in the City of Battle Creek, in said State, does by these presents make, constitute and appoint

Donald T. Belbutowski, or Gerald Dahle, or Lane I. Ross
of Fort Wayne and State of Indiana

its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds and undertakings of contract suretyship.

The acknowledgment and execution of any such document by any Attorney-in-Fact named above, shall be as binding upon this Company as if such bond had been executed and acknowledged by the duly authorized officers of this Company.

The WOLVERINE INSURANCE COMPANY further certifies that the following is a true and exact copy of Section (C) of Article 10 of the By-Laws of the Wolverine Insurance Company, duly adopted and now in force, to wit: "Section (C) All bonds, policies, undertakings or other obligations shall be executed in the Corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice-President, or by such other officers as the Board of Directors may authorize. The President, any Vice-President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company, subject to such rules and regulations as such officers may prescribe." By amendment February 13, 1957 any Assistant Vice-President empowered with same authority as other officers designated above.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 21st of December, 1964.

"Resolved, that the signature of authorized officers of this Corporation and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to subsection (C) of Article 10 of the Bylaws of this Corporation, and the signature of the Secretary or an Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate or any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the WOLVERINE INSURANCE COMPANY has caused these presents to be signed by its Vice-President with its corporate seal affixed this 14th day of August A.D., 1975.

WOLVERINE INSURANCE COMPANY

By

Jack E. Biddlecome
Jack E. Biddlecome, Vice President

(Seal)

STATE OF MICHIGAN

COUNTY OF CALHOUN

On this 14th day of August A.D., 1975 before me personally came Jack E. Biddlecome to me known, who, being by me duly sworn did depose and say that he resides in the Township of Battle Creek that he is Vice President of the WOLVERINE INSURANCE COMPANY, the Company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Director of said Company and that he signed his name thereto by like order.

Dorothy Beaver
Dorothy Beaver, Notary Public
My Commission Expires October 22, 1977

CERTIFICATE

STATE OF MICHIGAN

COUNTY OF CALHOUN

I, James H. Heinze, Secretary of the WOLVERINE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of Battle Creek, Michigan, this 16 day of March A.D., 1976.

James H. Heinze
Secretary

CONTRACTOR'S BID

TO: BOARD OF PARK COMMISSIONERS
CITY-COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

PROJECT: CONCRETE TENNIS COURTS AT FOSTER PARK

We hereby propose to perform the work described in the Instruction to Bidder, Specifications and Drawings prepared by the Board of Park Commissioners, our bid being as follows:

Base Bid "A" - Concrete Court Construction

No Bid

Only

(Amount in Words) \$ (Amount in Figures)

Base Bid "B" - Chain-Link Fencing Only

SEVEN THOUSAND, ONE HUNDRED, EIGHTY ^{ONE} ~~ONE~~ \$ 7181⁰⁰
(Amount in Words) (Amount in Figures)

Base Bid "C" - Screen Curtain Only

No. 310

(Amount in Words) \$ (Amount in Figures)

Base Bid "D" - Lighting Only

No B.O.

(Amount in Words) \$ (Amount in Figures)

Base Bid "D-1 - Lighting Alternate Design

12.5 13.5 14.5

(Amount in Words)
\$ (Amount in Figures)

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

We estimate the contract to be complete within _____ calendar days from the date of award.

* AS JOB PROGRESS DEMANDS, CHAIN LINK FENCE SECTION - 5 WORKING DAYS

FEN-GUARD INC
Official Name of Organization

49.25 AUGUSTINE DR.
FORT WYANE, INDIANA 4606

Michael A. Sherman
Signature

Title Used Pres.

Date 3/16/76

BIDDERS' CERTIFICATION

Bidders' Certifications. A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

BIDDERS' CERTIFICATION

FEW - GUARD INC certifies that:

1. it intends to use the following listed construction trades in the work under the contract COMMON LABOR

_____ ; and

2. (a) as to those trades set forth in the preceeding paragraph one hereof for which it is eligible under Part I of those Bid Conditions for participation in the _____ Plan, it will comply with the _____ Plan on all construction work (both federal and non-federal) in the _____ area within the scope of coverage of that Plan; those trades being: _____

_____, and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both federal and non-federal) in the Fort Wayne area subject to these Bid Conditions, these trades being: COMMON LABOR (AMERICAN INTERNATIONAL UNION OF WORKMEN)

_____ and;

3. it will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

Richard G. Sullivan VP.
(Signature of authorized representative of bidder)

3/15/75
(Date)

SUBCONTRACTORS' CERTIFICATION

Subcontractors' Certifications. Prior to the award of any subcontract under this Invitation for Bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTORS' CERTIFICATION

_____ certifies that:
(Subcontractor)

1. it intends to use the following listed construction trades in the work under the subcontract _____;

2. (a) as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the

_____ Plan, it will comply with the _____ Plan on all construction work (both federal and non-federal) in the _____ area subject to these Bid Conditions, those trades being _____

_____, and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both federal and non-federal) in the _____ area subject to these Bid Conditions, those trades being: _____

_____ and

3. it will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

Ref. No. 704

Date February 20, 1976

Date wanted 3-16-76

Fund 18-00201

Appropriation No.

A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners

or Division 8th Floor - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Tuesday - March 16, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Base Bid "A" - General Construction of Four (4) Concrete Tennis Courts.		
		Base Bid "B" - Chain Link Fencing only for Enclosure of Four (4) Concrete Tennis Courts		7678.38
		Base Bid "C" - Furnishing and Erecting Screen Curtain only for Four (4) Concrete Tennis Courts		1427.50
		Base Bid "D" - Lighting (HPS) only for Four (4) Concrete Tennis Courts		
		Alternate:		
		Base Bid "D-1" - Lighting (MH) only for Four (4) Concrete Tennis Courts.		
		Lump Sum Bid: SEE ATTACHED ALTERNATE BID "D"		9105.88
		The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City.		
		Continued - See Page 1-A.		

Bid Bond required ☒ NO ☐ YES 5% Performance Bond ☐ NO ☒ YES 100%
 See instruction item No. 16 on reverse side hereof.
 Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here

ARROW PENCE CO., INC.

Name of Company
 WILLIAM R. BOWSER
 For X William R. Bowser 318 PLEASANTWOOD ST.
 Address
 City Fort Wayne, Ind.

"Land or Water Conservation Fund Monies will be used to assist in this construction and all relevant Federal requirements will apply. All Bidders required to submit with their bids: "The Bidders Certification Form.", enclosed.

Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office, for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office. Specify which:

On File: _____

Attached: X

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and be further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 208, section 10, being Burns Indiana Statute 46-2216-1054 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
 - a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
ALLEN COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

WILLIAM R. BOWSER

X *William R. Bowser*

Bidder or Agent

For ARROW FENCE CO., INC.

Firm or Corporation

Subscribed and sworn to before me this 16th day of MARCH, 1976

My Commission Expires

8/23/78

Rebecca A. White

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....(\$2105.88) nine thousand one hundred.....
five and 88/100.....Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐
Cashiers ☐ Check No. in the sum of Dollars

on Bank
of
is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

**BIDDER
AND
PRINCIPAL**

Arrow Fence Co., Inc.
Name of Bidder—Print or Type
By William R. Bower
Signature of Person Authorized to Sign
Title President
318 Edgewood Street
Street Name and Number
Fort Wayne, Indiana
City, State and Zip Code
Date 3/12/76

Witnessed by:

American States Insurance Co.
Name of Company — Print or Type
Incorporated
In the State of: Indiana
Address Indianapolis, Indiana
By Richard P. Hornann
Sign on this Line
Richard P. Hornann, Attny.-in-
Date 3/12/76 fact

RESIDENTIAL & COMMERCIAL
FREE ESTIMATES

ARROW FENCE COMPANY, INC.

318 Edgewood Ave.

Fort Wayne, Indiana 46805

Phone 483-2077

2

REF. NO. : 704

TO: BOARD OF PARK COMMISSIONERS
8TH FLOOR - CITY COUNTY BLDG.
ONE MAIN STREET
FORT WAYNE, INDIANA

TUESDAY, MARCH 16, 1976 AT 10:00 A.M.

ALTERNATE BID: BASE BID "B" FENCING

USING ALL ALLIED SS 40 MATERIAL ON POST AND RAILS.

GATE POST AND CORNER POST, 3" O.D.

LINE POST, 2½" O.D.

ALL RAIL, 1 5/8" O.D.

GATE FRAME, 2" O.D.

FOR ALLIED SPECIFICATIONS SEE ATTACHED PAMPHET.

TOTAL AMOUNT FOR ALTERNATE
BASE BID "B".....

\$ 7302.08

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint _____

-----AL J. HOFFMAN, JOE J. HOFFMAN and RICHARD P. HOFFMAN-----

(Jointly or Severally)

of Ft. Wayne, and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 11th day of August

A. D. 19 75

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 11th day of August, A. D. 19 75, before me personally came

William M. Evans

to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

Linda Disney Cannon

My Commission Expires

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

Stanley L. Riegel

I, _____, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 12th

day of March, A. D. 19 76

(SEAL)

Stanley L. Riegel
Assistant Secretary

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES*

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date MARCH 16th, , 19 76

ARROW FENCE CO., INC.

(Name of Bidder)

By WILLIAM R. BOWSER

X William R. Bowser

PRESIDENT

Official Address (including
ZIP code):

ARROW FENCE CO., INC.

Title

318 EDGEWOOD AVENUE
PORT WAYNE, IN. 46805

*

Must be included without alteration

CONTRACTOR'S BID

TO: BOARD OF PARK COMMISSIONERS
CITY-COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

PROJECT: CONCRETE TENNIS COURTS AT FOSTER PARK

We hereby propose to perform the work described in the Instruction to Bidder, Specifications and Drawings prepared by the Board of Park Commissioners, our bid being as follows:

Base Bid "A" - Concrete Court Construction
Only

\$
<u>(Amount in Words)</u> <u>(Amount in Figures)</u>

Base Bid "B" - Chain-Link Fencing Only
SEVEN THOUSAND SIX HUNDRED
SEVENTY EIGHT & 38/100 \$ **7678.38**
(Amount in Words) (Amount in Figures)

Base Bid "C" - Screen Curtain Only
ONE THOUSAND FOUR HUNDRED
TWENTY SEVEN & 50/100 \$ **1427.50**
(Amount in Words) (Amount in Figures)

Base Bid "D" - Lighting Only

\$
<u>(Amount in Words)</u> <u>(Amount in Figures)</u>

Base Bid "D-1 - Lighting Alternate Design

\$
<u>(Amount in Words)</u> <u>(Amount in Figures)</u>

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

We estimate the contract to be complete within 30 calendar days from the date of award.

ARROW FENCE CO., INC.
Official Name of Organization

318 EDGEWOOD AVENUE
Business Address

X William R. Bowser
Signature

PRESIDENT
Title

MARCH 16, 1976
Date

SUBCONTRACTORS' CERTIFICATION

Subcontractors' Certifications. Prior to the award of any subcontract under this Invitation for Bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTORS' CERTIFICATION

ARROW FENCE CO., INC. certifies that:
(Subcontractor)

1. it intends to use the following listed construction trades in the work under the subcontract BASE BID "B" - CHAIN LINK FENCING FOR ENCLOSURE OF FOUR TENNIS COURTS AND BASE BID "C" FURNINSHING AND ERECTING SCREEN CURTAIN ONLY FOR FOUR CONCRETE TENNIS COURTS.

2. (a) as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the

FORT WAYNE. Plan, it will comply with the FORT WAYNE Plan on all construction work (both federal and non-federal) in the FORT WAYNE area subject to these Bid Conditions, those trades being _____

IRON WORKERS AND LABORERS

_____, and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both federal and non-federal) in the FORT WAYNE area subject to these Bid Conditions, those trades being: _____

IRON WORKER AND LABORERS

_____, and

3. It will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

X William R. Bowers
(Signature of authorized representative of bidder)

March 16, 1966
(Date)

BIDDERS' CERTIFICATION

Bidders' Certifications. A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

BIDDERS' CERTIFICATION

ARROW FENCE CO., INC. certifies that:

1. it intends to use the following listed construction trades in the work under the contract BASE BID "B" CHAIN LINK FENCING FOR ENCLOSURE OF FOUR CONCRETE TENNIS COURTS AND BASE BID "C" FURNISHING AND ERECTING SCREEN CURTAIN ONLY FOR FOUR CONCRETE TENNIS COURTS; and

2. (a) as to those trades set forth in the preceeding paragraph one hereof for which it is eligible under Part I of those Bid Conditions for participation in the FORT WAYNE Plan, it will comply with the FORT WAYNE Plan on all construction work (both federal and non-federal) in the FORT WAYNE area within the scope of coverage of that Plan; those trades being: _____

IRON WORKERS AND LABORERS

_____, and/or

(b) as to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both federal and non-federal) in the FORT WAYNE area subject to these Bid Conditions, these trades being: IRON WORKER AND LABORER

3. it will obtain from each of its subcontractors and submit to the contracting _____ the subcontractor certification required by these Bid Conditions.

X William R. Brown
(Signature of authorized representative of bidder)

MARCH 16, 1976
(Date)

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, handling, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470

Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department
or Division

Board of Park Commissioners

8th Floor - City County Building

One Main Street - Fort Wayne, Indiana

Address
RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
Time of Bids Tuesday - March 16, 1976 - 10:00 A.M.

Ref. No. 704

Date February 20, 1976

Date wanted

Fund 18-00201

Appropriation No.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 1466. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Base Bid "A" - General Construction of Four (4) Concrete Tennis Courts.		
		Base Bid "B" - Chain Link Fencing only for Enclosure of Four (4) Concrete Tennis Courts		
		Base Bid "C" - Furnishing and Erecting Screen Curtain only for Four (4) Concrete Tennis Courts		
		Base Bid "D" - Lighting (HPS) only for Four (4) Concrete Tennis Courts		19,997.00
		Alternate:		
		Base Bid "D-1" - Lighting (MH) only for Four (4) Concrete Tennis Courts.		17,819.00
		Lump Sum Bid:		
		The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City.		
		Continued - See Page 1-A.		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%
See instruction item No. 16 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and as the line set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that you furnish the information requested above.

Sign Here

G. H. PARKS, INC.

For GERALD H. PARKS Vice President

Address 1111 EAST WALLACE STREET

City FORT WAYNE, IN

"Land or Water Conservation Fund Monies will be used to assist in this construction and all relevant Federal requirements will apply. All Bidders required to submit with their bids: "The Bidders Certification Form.", enclosed.

Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office, for the current year. NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office. Specify which:

On File: _____

Attached: X _____

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Law:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Indemnifications and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and be further agree to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 203, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____
 Rejected _____ Date _____
 Seal-Commissioner City of Fort Wayne, Ind.
 Seal-Commissioner Dept. of Purchasing, etc.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

George H. Lathrop Vice Pres.
Bidder or Agent

For R & A Electric, Inc.
Firm or Corporation

Subscribed and sworn to before me this 15th day of March, 1974

My Commission Expires

Sept 26, 1979Rita Ann Hanke

REQUEST FOR PUBLICATION

News	
Sentinel	x
Journal	
Gazette	x
Other	

DATE February 20, 1976

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department Board of Park Commissioners
8th Floor - City County Building
Address One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne

By 

BIDS WANTED - REFERENCE NO. 704

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Tuesday - March 16, 1976 - 10:00 A.M.
for the following items:


- Base Bid "A" - General Construction of Four (4) Concrete Tennis Courts
- Base Bid "B" - Chain Link Fencing only for Enclosure of Four (4) Concrete Tennis Courts
- Base Bid "C" - Furnishing and Erecting Screen Curtain only for Four (4) Concrete Tennis Courts
- Base Bid "D" - Lighting (HPS) only for Four (4) Concrete Tennis Courts.
- Alternate: Base Bid "D-1" - Lighting (MH) only for Four (4) Concrete Tennis Courts

Each Bidder must submit a current 1976 written Affirmative Action Program with his or her bid - or - have on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% must be submitted with the bid.

The successful bidder will be required to furnish a 100% Performance Bond.
Department of Purchases
City of Fort Wayne

By  A.C. Lord
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

2-27-76

3-5-76

LEGAL NOTICE

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....One thousand 00/100.....

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

.....Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

BIDDER
AND
PRINCIPAL

OTHER PARTIES INTERESTED IN
THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

R. & A. ELECTRIC, INC.
Name of Bidder—Print or Type

By [Signature]
Signature of Person Authorized to Sign

Title VICE PRESIDENT

1411 EAST WALLACE STREET
Street Name and Number

FORT WAYNE, IN 46803
City, State and Zip Code

Date MARCH 15, 1976

American States Insurance Company
Name of Company—Print or Type

Incorporated
In the State of: Indiana

Address Indianapolis, IN

By [Signature]
Sign on this Line

Date March 15, 1976

SURETY

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint RAY E. SANDERSON, R. MORSE SANDERSON,

CHARLES C. HETTFELD AND W. K. MOLLENHOUR - - - - -

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS - - - - -

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 14th day of December

A. D. 19 73

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: W. H. Krasean
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 14th day of December, A. D. 19 73, before me personally came

William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with W. H. Krasean and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977
My Commission Expires

Linda Disney
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 15th

day of March, A. D. 19 76

(SEAL)

Stanley L. Riegel
Assistant Secretary

CONTRACTOR'S BID

TO: BOARD OF PARK COMMISSIONERS
CITY-COUNTY BUILDING
ONE MAIN STREET
PORT WAYNE, INDIANA 46802

PROJECT: CONCRETE TENNIS COURTS AT FOSTER PARK

We hereby propose to perform the work described in the Instruction to Bidder, Specifications and Drawings prepared by the Board of Park Commissioners, our bid being as follows:

Base Bid "A" - Concrete Court Construction
Only

(Amount in Words) \$ (Amount in Figures)

Base Bid "B" - Chain-Link Fencing Only

(Amount in Words) \$ (Amount in Figures)

Base Bid "C" - Screen Curtain Only

(Amount in Words) \$ (Amount in Figures)

Base Bid "D" - Lighting Only

Nineteen thousand nine

~~hundred ninety-seven~~ 00/100 \$19,997.00

(Amount in Words) (Amount in Figures)

Base Bid "D-1" - Lighting Alternate Design

Seventeen thousand eight

~~hundred nineteen~~ 00/100 \$17,819.00

(Amount in Words) (Amount in Figures)

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

We estimate the contract to be complete within 30 calendar days ~~from the date of award~~, after receiving material.

R & A ELECTRIC, INC.
Official Name of Organization

1111 EAST WALLACE STREET
Business Address

R. A. W. P. Co.
Signature

VICE PRESIDENT
Title

March 15, 1976
Date

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

Ref. No. 704

Date February 20, 1976

Date wanted

Fund 18-00201

Appropriation No.

Mail all replies and correspondence, etc. to Attn. of

A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 100, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners

or Division 8th Floor - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Tuesday - March 16, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Unit	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Base Bid "A" - General Construction of Four (4) Concrete Tennis Courts.		None
		Base Bid "B" - Chain Link Fencing only for Enclosure of Four (4) Concrete Tennis Courts		6,900.00
		Base Bid "C" - Furnishing and Erecting Screen Curtain only for Four (4) Concrete Tennis Courts		None
		Base Bid "D" - Lighting (HPS) only for Four (4) Concrete Tennis Courts		None
		Alternate:		
		Base Bid "D-1" - Lighting (MH) only for Four (4) Concrete Tennis Courts.		None
		Lump Sum Bid:		
		The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City.		
		Continued - See Page 1-A.		

d Bond required ☒ NO ☐ YES 5% Performance Bond ☐ NO ☒ YES 100%

See instruction item No. 16 on reverse side hereof.

% cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the cost set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here

Invitation Not Signed

Sears, Roebuck and Co.

Name of Company

For D. P. Rieck Contract Sales

Address 3702 S. Clinton St. Manager

Fort Wayne, In.

TO:

BOARD OF PARK COMMISSIONERS
CITY-COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

PROJECT: CONCRETE TENNIS COURTS AT FOSTER PARK

We hereby propose to perform the work described in the Instruction to Bidder, Specifications and Drawings prepared by the Board of Park Commissioners, our bid being as follows:

Base Bid "A" - Concrete Court Construction
Only

<u>NONE</u>	\$ <u>NONE</u>
(Amount in Words)	(Amount in Figures)

Base Bid "B" - Chain-Link Fencing Only

<u>six thousand nine hundred dollars</u>	\$ <u>6,900.00</u>
(Amount in Words)	(Amount in Figures)

Base Bid "C" - Screen Curtain Only

<u>NONE</u>	\$ <u>NONE</u>
(Amount in Words)	(Amount in Figures)

Base Bid "D" - Lighting Only

<u>NONE</u>	\$ <u>NONE</u>
(Amount in Words)	(Amount in Figures)

Base Bid "D-1 - Lighting Alternate Design

<u>NONE</u>	\$ <u>NONE</u>
(Amount in Words)	(Amount in Figures)

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

We estimate the contract to be complete within 20
calendar days from the date of award.

Sears, Roebuck and Co.
Official Name of Organization
3702 S. Clinton St.
Ft. Wayne, In. 46801
Business Address


Signature

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of

..... Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

..... Dollars on Bank of

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER AND PRINCIPAL

.....
Name of Bidder—Print or Type
By
Signature of Person Authorized to Sign
Title.....
Street Name and Number
City, State and Zip Code
Date.....

Witnessed by:

SURETY

.....
Name of Company — Print or Type
Incorporated In the State of:.....
Address.....
By.....
Sign on this Line

DEPARTMENT OF PUBLIC WORKS
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room ²⁷⁰ ~~270~~, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners

or Division 8th Floor - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Tuesday - March 16, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34568. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Quantity
		Base Bid "A" - General Construction of Four (4) Concrete Tennis Courts.	13,813.2	13,813.2
		Base Bid "B" - Chain Link Fencing only for Enclosure of Four (4) Concrete Tennis Courts		
		Base Bid "C" - Furnishing and Erecting Screen Curtain only for Four (4) Concrete Tennis Courts		
		Base Bid "D" - Lighting (HPS) only for Four (4) Concrete Tennis Courts		
		Alternate:		
		Base Bid "D-1" - Lighting (MH) only for Four (4) Concrete Tennis Courts.		
		Lump Sum Bid:		
		The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City.		
		Continued - See Page 1-A.		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%

See instruction item No. 16 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of service.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

PRIME CONSTRUCTION, INC.

Name of Company

For Title

Address 2164 SOUTH ROAD

City FT. WAYNE, IND.

CONTRACTOR'S BID

TO: BOARD OF PARK COMMISSIONERS
CITY-COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

PROJECT: CONCRETE TENNIS COURTS AT FOSTER PARK

We hereby propose to perform the work described in the Instruction to Bidder, Specifications and Drawings prepared by the Board of Park Commissioners, our bid being as follows:

Base Bid "A" - Concrete Court Construction

SEVENTY THREE THOUSAND only
EIGHT HUNDRED THIRTY

DELAWARE - - AND $\frac{30}{100}$ \$ 73,813.³⁰
 (Amount in Words) (Amount in Figures)

Base Bid "B" - Chain-Link Fencing Only

(Amount in Words) \$ (Amount in Figures)

Base Bid "C" - Screen Curtain Only

(Amount in Words) \$ (Amount in Figures)

Base Bid "D" - Lighting Only

(Amount in Words) \$ (Amount in Figures)

Base Bid "D-1 - Lighting Alternate Design

(Amount in Words) \$ (Amount in Figures)

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

We estimate the contract to be complete within 90 calendar days from the date of award.

PRIME CONSTRUCTION INC.
Official Name of Organization
7105 SMITH ROAD
FT. WAYNE, IND. 46809

DEPARTMENT OF PURCHASES
 Number One Main St., Ft. Wayne, Ind. 46802
INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037 **DEPARTMENT OF PURCHASES**

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners
 or Division

8th Floor - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Tuesday - March 16, 1976 - 10:00 A.M.
 Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34604. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Base Bid "A" - General Construction of Four (4) Concrete Tennis Courts.		\$ 60,935.00
		Base Bid "B" - Chain Link Fencing only for Enclosure of Four (4) Concrete Tennis Courts		3,134.00
		Base Bid "C" - Furnishing and Erecting Screen Curtain only for Four (4) Concrete Tennis Courts		1,513.00
		Base Bid "D" - Lighting (HPS) only for Four (4) Concrete Tennis Courts		22,525.00
		Alternate:		
		Base Bid "D-1" - Lighting (MH) only for Four (4) Concrete Tennis Courts.		20,405.00
		Lump Sum Bid:		\$ 93,112.00
		The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City.		
		Continued - See Page 1-A.		

Mid Bond Required ☐ YES ☒ 5% Performance Bond ☐ YES ☒ 100%
See Instruction Item No. 16 on reverse side hereof.
 Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and in the time and expedite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 30 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.
 Sign Here:

Rieth-Riley Construction Co., Inc.

For E. P. Crum Title Div. Eng.
 Contract Supv
 Address 2511 N. County Line Rd.
Westbrook, Ind. 46788 3115

CONTRACTOR'S BID

TO: BOARD OF PARK COMMISSIONERS
CITY-COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

PROJECT: CONCRETE TENNIS COURTS AT FOSTER PARK

We hereby propose to perform the work described in the Instruction to Bidder, Specifications and Drawings prepared by the Board of Park Commissioners, our bid being as follows:

Base Bid "A" - Concrete Court Construction

sixty thousand, nine hundred & Only
thirty five dollar $\frac{00}{100}$ \$ *60,935.00*
(Amount in Words) (Amount in Figures)

Base Bid "B" - Chain-Link Fencing Only

Eight thousand, thirty nine dollars & 00/100
00 \$ *8,139.00*
(Amount in Words) (Amount in Figures)

Base Bid "C" - Screen Curtain Only

One thousand, thirteen dollars & 00/100
00 \$ *1,513.00*
(Amount in Words) (Amount in Figures)

Base Bid "D" - Lighting Only

Twenty two thousand, five hundred & 00/100
00 \$ *22,525.00*
(Amount in Words) (Amount in Figures)

Base Bid "D-1 - Lighting Alternate Design

Twenty thousand, four hundred & 00/100
00 \$ *20,405.00*
(Amount in Words) (Amount in Figures)

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

We estimate the contract to be complete within 90 calendar days from the date of award.

Rieth-Riley Construction Co., Inc.
Official Name of Organization

2511 N. County Line Road
Business Address

DEPARTMENT OF PURCHASES
 Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Board of Park Commissioners

Address 8th Floor - City County Building

One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Tuesday - March 16, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24602. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Base Bid "A" - General Construction of Four (4) Concrete Tennis Courts.	L.S.	51,750.00
		Base Bid "B" - Chain Link Fencing only for Enclosure of Four (4) Concrete Tennis Courts	—	No Bid
		Base Bid "C" - Furnishing and Erecting Screen Curtain only for Four (4) Concrete Tennis Courts	—	No Bid
		Base Bid "D" - Lighting (HPS) only for Four (4) Concrete Tennis Courts	—	No Bid
		Alternate:		
		Base Bid "D-1" - Lighting (MH) only for Four (4) Concrete Tennis Courts.	—	No Bid
		Lump Sum Bid:	—	No Bid
		The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City.		
		Continued - See Page 1-A.		

id Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%
 See instruction item No. 10 on reverse side hereof.
 % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and at the place set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here: William H. Hester, Jr.

For _____ Name of Company _____ Title _____

Address P.O. Box 1168
Fort Wayne, Indiana

TO:

BOARD OF PARK COMMISSIONERS
CITY-COUNTY BUILDING
ONE MAIN STREET
PORT WAYNE, INDIANA 46802

PROJECT: CONCRETE TENNIS COURTS AT FOSTER PARK

We hereby propose to perform the work described in the Instruction to Bidder, Specifications and Drawings prepared by the Board of Park Commissioners, our bid being as follows:

Base Bid "A" - Concrete Court Construction

Fifty-One Thousand Only

SEVENTY-HUNDRED FIFTY DOLLARS \$ 51,750.00
(Amount in Words) (Amount in Figures)

Base Bid "B" - Chain-Link Fencing Only

No Bid \$ 0
(Amount in Words) (Amount in Figures)

Base Bid "C" - Screen Curtain Only

No Bid \$ 0
(Amount in Words) (Amount in Figures)

Base Bid "D" - Lighting Only

No Bid \$ 0
(Amount in Words) (Amount in Figures)

Base Bid "D-1" - Lighting Alternate Design

No Bid \$ 0
(Amount in Words) (Amount in Figures)

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

We estimate the contract to be complete within 75 calendar days from the date of award.

Moellering Construction Company, Inc.
Official Name of Organization

P. O. Box 1168
Port Wayne, Indiana 46801
Business Address

Carl Moellering
Signature

DEPARTMENT OF PURCHASES
 Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Fill all replies and correspondence, etc. to Attn of _____

DEPARTMENT OF PURCHASES

Page _____ of _____

Ref. No. _____

Date _____

Date wanted _____

Room _____, Number One Main St., Ft. Wayne, Ind. 46802

Address _____
REQUIRED FOR DELIVERY TO:

Department _____
 or Division _____

Fund _____
 Appropriation No. _____

Address _____

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing _____

Time of Bids _____

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.
TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
<i>Bid Invitation Not Returned</i>				

Bid Bond required ☐ NO ☐ YES _____ Performance Bond ☐ NO ☐ YES _____

See instruction item No. 16 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such service upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

..... Name of Company

For Title

Address

TO: BOARD OF PARK COMMISSIONERS
CITY-COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

PROJECT: CONCRETE TENNIS COURTS AT FOSTER PARK

We hereby propose to perform the work described in the Instruction to Bidder, Specifications and Drawings prepared by the Board of Park Commissioners, our bid being as follows:

Base Bid "A" - Concrete Court Construction

Sixty-Three Thousand Only

and Seventy-five and 10/100 Dollars \$ 63,075.00
(Amount in Words) (Amount in Figures)

Base Bid "B" - Chain-Link Fencing Only

_____\$_____
(Amount in Words) (Amount in Figures)

Base Bid "C" - Screen Curtain Only

_____\$_____
(Amount in Words) (Amount in Figures)

Base Bid "D" - Lighting Only

_____\$_____
(Amount in Words) (Amount in Figures)

Base Bid "D-1" - Lighting Alternate Design

_____\$_____
(Amount in Words) (Amount in Figures)

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

We estimate the contract to be complete within 60 calendar days from the date of award.

Carrington & Assoc., Inc.
Official Name of Organization

5530 Huguenard Rd 46802
Business Address

Paul Carrington
Signature

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):
Certified ☐ If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.
Cashiers ☐ Check No. in the sum of

.....Dollars
OR Bank
of
is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Name of Bidder—Print or Type
By
Signature of Person Authorized to Sign
Title.....
Street Name and Number
City, State and Zip Code
Date.....

Witnessed by:

SURETY

Name of Company — Print or Type
Incorporated
In the State of:.....
Address.....
By.....
Sign on this Line

Date

DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

Page 1 of 1

Ref. No. 704

Date February 20, 1976

Date wanted

Fund 18-00201

Appropriation No.

*Mail all replies and correspondence, etc., to Attn. of

A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners

or Division 8th Floor - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Tuesday - March 16, 1976 - 10:00 A.M.

TIME: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 16 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Base Bid "A" - General Construction of Four (4) Concrete Tennis Courts.		
		Base Bid "B" - Chain Link Fencing only for Enclosure of Four (4) Concrete Tennis Courts		
		Base Bid "C" - Furnishing and Erecting Screen Curtain only for Four (4) Concrete Tennis Courts		
		Base Bid "D" - Lighting (HPS) only for Four (4) Concrete Tennis Courts		21,250.00
		Alternate:		
		Base Bid "D-1" - Lighting (MH) only for Four (4) Concrete Tennis Courts.		19,250.00
		Lump Sum Bid:		
		The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City.		
		Continued - See Page 1-A.		

bid Bond required ☐ YES ☒ 5% Performance Bond ☐ NO ☒ 100%

See instruction item No. 16 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Signature: Shirley E. Brown, Inc.
Name of Company
Ft. Wayne, Ind. 46802
Address
Ft. Wayne, Ind. 46802
Date

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):
 Certified ☐ If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.
 Cashiers ☐ Check No. in the sum of Dollars

on Bank
 of
 is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
 Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL
 (See 14—Signatures under General Conditions, etc.)
 List all Parties if Partnership

Witnessed by:

BIDDER
 AND
 PRINCIPAL

SURETY

Name of Bidder—Print or Type

By
 Signature of Person Authorized to Sign

Title.....

Street Name and Number

City, State and Zip Code

Date.....

Name of Company — Print or Type

Incorporated
 In the State of:.....

Address.....

By
 Sign on this Line

DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners
or Division 8th Floor - City County Building
Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Tuesday - March 16, 1976 - 10:00 A.M.
Time of Bids

TAKES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 44698. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Base Bid "A" - General Construction of Four (4) Concrete Tennis Courts.		
		Base Bid "B" - Chain Link Fencing only for Enclosure of Four (4) Concrete Tennis Courts		8452
		Base Bid "C" - Furnishing and Erecting Screen Curtain only for Four (4) Concrete Tennis Courts		2883
		Base Bid "D" - Lighting (HPS) only for Four (4) Concrete Tennis Courts		
		Alternate:		
		Base Bid "D-1" - Lighting (MH) only for Four (4) Concrete Tennis Courts.		
		Lump Sum Bid:		
		The award of this bid may be made on either an item by item or on an overall basis, as we determine the most beneficial to the City.		
		Continued - See Page 1-A.		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%
See instruction item No. 16 on reverse side hereof.
Terms Not 30 % cash discount if paid within 10 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the rates set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

H. C. School Supply, Inc. Charles Vance Baker
Owner Name of Company Chas. V. Baker
By Title
12525 S. Torrance Ave., Chicago, Ill.
Address Chicago, Illinois 60625

TO: BOARD OF PARK COMMISSIONERS
CITY-COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

PROJECT: CONCRETE TENNIS COURTS AT FOSTER PARK

We hereby propose to perform the work described in the Instruction to Bidder, Specifications and Drawings prepared by the Board of Park Commissioners, our bid being as follows:

Base Bid "A" - Concrete Court Construction
Only

(Amount in Words) \$ (Amount in Figures)

Base Bid "B" - Chain-Link Fencing Only

Eight Thousand Four Hundred & Fifty Two \$ *8452⁰⁰*
(Amount in Words) (Amount in Figures)

Base Bid "C" - Screen Curtain Only

Two Thousand Eight Hundred & Twenty Three \$ *2883⁰⁰*
(Amount in Words) (Amount in Figures)

Base Bid "D" - Lighting Only

(Amount in Words) \$ (Amount in Figures)

Base Bid "D-1" - Lighting Alternate Design

(Amount in Words) \$ (Amount in Figures)

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

We estimate the contract to be complete within 20 calendar days from the date of ~~award~~ notice to proceed with fence work.

U. S. STEEL CORPORATION
U. S. STEEL SUEPLY DIV.
CHICAGO, ILLINOIS

Official Name of Organization

13535 South Torrence Avenue
Chicago, Illinois 60633
Business Address

[Signature]
Signature

DIGEST SHEET

S-76-04-10

TITLE OF ORDINANCE _____

DEPARTMENT REQUESTING ORDINANCE _____

DEPARTMENT OF PUBLIC PARKS

SYNOPSIS OF ORDINANCE _____

An Ordinance approving certain bid documents for

the construction of four (4) tennis courts, Foster Park.

EFFECT OF PASSAGE _____

Allow construction of needed Tennis Courts with Federal Funds

paying for 1/2 of cost

EFFECT OF NON-PASSAGE _____

Loss of Federal Fund and hurt possibility of funding

future projects

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

Sixty-eight thousand,

one-hundred five dollars and fifty cents. \$ 68,105.50

ASSIGNED TO COMMITTEE (J.N.) _____

Finance JH